

Introduced May 2, 2011  
Public Hearing May 16, 2011  
Council Action June 6, 2011  
Executive Action June 8, 2011  
Effective Date June 8, 2011

## County Council Of Howard County, Maryland

2011 Legislative Session

Legislative Day No. 5

Bill No. 18 -2011

Introduced by: The Chairperson at the request of the County Executive

AN ACT pursuant to Section 612 of the Howard County Charter, approving a First Amendment to Agreement of Lease between Howard County, Maryland and Liberty Property Limited Partnership for the lease of space located at 9770 Patuxent Woods Drive, Columbia, Maryland; and authorizing the County Executive to take certain actions in connection with the Agreement.

Introduced and read first time May 2, 2011. Ordered posted and hearing scheduled.

By order Stephen M LeGendre  
Stephen LeGendre, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on May 16, 2011.

By order Stephen M LeGendre  
Stephen LeGendre, Administrator

This Bill was read the third time on June 6, 2011 and Passed ☒, Passed with amendments ☐, Failed ☐.

By order Stephen M LeGendre  
Stephen LeGendre, Administrator

Scaled with the County Seal and presented to the County Executive for approval this 7th day of June, 2011 at 3:00 p.m.

By order Stephen M LeGendre  
Stephen LeGendre, Administrator

Approved Vetoed by the County Executive June 8, 2011

[Signature]  
Ken Gilman, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment

1           **WHEREAS**, Howard County, Maryland (the "County") is in need of space for the Board of  
2 Elections; and

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4           **WHEREAS**, on or about June 15, 2010, the County and Liberty Property Limited  
5 Partnership, a Pennsylvania limited partnership, (the "Landlord") entered into a one-year space lease  
6 (the "Lease") for approximately 8,188 rentable square feet of space known as Suite 200 located at  
7 9770 Patuxent Woods Drive, Columbia, Maryland; and

8  
9           **WHEREAS**, the County and the Landlord desire to amend the Lease by entering into a First  
10 Amendment to Agreement of Lease, substantially in the form attached as Exhibit A; and

11  
12           **WHEREAS**, the First Amendment to Agreement of Lease proposes to extend the lease term  
13 for an additional 48 months, commencing on July 1, 2011 and expiring on June 30, 2015, and  
14 provides for a two-year renewal option extending the term from July 1, 2015 through June 30, 2017;  
15 and

16  
17           **WHEREAS**, such a multi-year term requires the payment by the County of funds from an  
18 appropriation in a later fiscal year and therefore requires County Council approval as a multi-year  
19 agreement pursuant to Section 612 of the Howard County Charter.

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21           **NOW, THEREFORE,**

22  
23       ***Section 1. Be It Enacted by the County Council of Howard County, Maryland that in accordance***  
24 ***with Section 612 of the Howard County Charter, it approves the First Amendment to Agreement of***  
25 ***Lease between Howard County and Liberty Property Limited Partnership for the 48-month term,***  
26 ***and the renewal option, substantially in the form of Exhibit A attached to this Act.***

27  
28       ***Section 2. And Be It Further Enacted by the County Council of Howard County, Maryland that the***  
29 ***County Executive is hereby authorized to execute the First Amendment to Agreement of Lease for***

1 *such term in the name of and on behalf of the County.*

2  
3 ***Section 3. And Be It Further Enacted*** by the County Council of Howard County, Maryland that the  
4 *County Executive, prior to execution and delivery of the First Amendment to Agreement of Lease,*  
5 *may make such changes or modifications to the First Amendment to Agreement of Lease as he deems*  
6 *appropriate in order to accomplish the purpose of the transactions authorized by this Act, provided*  
7 *that such changes or modifications shall be within the scope of the transactions authorized by this*  
8 *Act; and the execution of the First Amendment to Agreement of Lease by the County Executive shall*  
9 *be conclusive evidence of the approval by the County Executive of all changes or modifications to*  
10 *the First Amendment to Agreement of Lease, and the First Amendment to Agreement of Lease shall*  
11 *thereupon become binding upon the County in accordance with its terms.*

12  
13 ***Section 4. And Be It Further Enacted*** by the County Council of Howard County, Maryland that this  
14 *Act shall be effective immediately upon its enactment.*

**FIRST AMENDMENT TO AGREEMENT OF LEASE**

THIS FIRST AMENDMENT TO AGREEMENT OF LEASE ("**Amendment**") is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership ("**Landlord**"), and HOWARD COUNTY, MARYLAND, a body corporate and politic ("**Tenant**").

**RECITALS:**

A. Landlord and Tenant are parties to a Lease Agreement dated June 15, 2010 (the "**Lease**") pertaining to that certain premises consisting of 8,188 rentable square feet of space known as Suite 200 (the "**Premises**"), in the building (the "**Building**") located at 9770 Patuxent Woods Drive, Columbia, Maryland 21046, as more fully described in the Lease.

B. Landlord and Tenant desire to amend the Lease and extend the Term upon the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Lease, and intending to be legally bound hereby, agree that the Lease is amended as follows:

1. **Recitals.** All of the above-referenced Recitals are incorporated into and made a substantive part hereof.

2. **Definitions.** Unless otherwise defined herein, all capitalized terms herein shall have the meaning set forth in the Lease.

3. **Term.** The Term, as defined in Article 1(c) of the Lease, is hereby extended for a period of forty-eight (48) months commencing July 1, 2011 (the "**Effective Date**") and terminating at 11:59 p.m. on June 30, 2015.

4. **Minimum Annual Rent.** Effective as of the Effective Date, Article 1(f) of the Lease is amended to reflect that the Minimum Annual Rent under the Lease shall be payable as follows:

Period	Monthly	Annual
7/1/2011 – 6/30/2012	\$13,987.83	\$167,853.96
7/1/2012 – 6/30/2013	\$14,337.53	\$172,050.36
7/1/2013 – 6/30/2014	\$14,695.97	\$176,351.64
7/1/2014 – 6/30/2015	\$15,063.37	\$180,760.44

5. **Expense Stop.** Effective as of the Effective Date, Section 1(g) of the Lease is amended to reflect that the monthly installments of Minimum Annual Rent set forth in Section 4 of this Amendment include Six thousand ninety-three and 24/100 Dollars (\$6,093.24) or \$8.93 per rentable square foot (the "**Expense Stop**") in Operating Expenses. Effective as of the

Effective Date, Section 6 of the Lease is revised to reflect that Tenant shall only be required to pay Operating Expenses in excess of the Expense Stop.

6. Renewal Option. Provided that there then exists no event of default by Tenant under this Lease nor any event that with the giving of notice and/or the passage of time would constitute a default, and that Tenant is the sole occupant of the Premises, and subject to the rights of Sourcefire, Inc., Tenant shall have the right and option to extend the Term for one (1) additional period of twenty-four (24) months, exercisable by giving the Landlord prior written notice, at least twelve (12) months, but not more than fifteen (15) months, in advance of the Expiration Date of Tenant's election to extend the Term. The parties agree that time is of the essence and that the foregoing option is personal to the Tenant (which for the purposes of this paragraph shall include any Affiliate) and is non-transferable to any sublessee (regardless if whether any such sublease was made with or without Landlord's consent) or other party. Any extension of the Term pursuant hereto shall be under the same terms and conditions as provided in this Lease except as follows:

- 1) the additional period shall begin on July 1, 2015 and end on June 30, 2017;
- 2) all references to the Term in the Lease shall be deemed to mean the Term as extended pursuant to this Section 6;
- 3) there shall be no further options to extend; and
- 4) Landlord shall have no obligations to make any improvements or alterations to the Premises and the Minimum Annual Rent for the additional period shall as follows:

Period	Monthly	Annual
7/1/2015 – 6/30/2016	\$15,515.27	\$186,183.24
7/1/2016 – 6/30/2017	\$15,980.73	\$191,768.76

7. Broker. Landlord and Tenant each represents and warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Amendment, except Jones Lang LaSalle Brokerage, Inc. (the "Broker"), and that Landlord and Tenant knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Amendment. Landlord agrees to pay the Broker a commission in accordance with a separate agreement. Landlord and Tenant, subject to appropriations, each agrees to indemnify, defend and hold the other harmless from and against all claims made by any broker or finding other than the Broker, for a commission in connection with this Amendment attributable to such party.

8. No Further Modification. The Lease shall remain in full force and effect, binding upon the parties and unmodified except as expressly set forth herein.

9. Successors and Assigns. The terms of and provisions of this Amendment shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

*[Signatures on next page]*

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Amendment as of the day and year first above written.

**LANDLORD:**

Witness:

**LIBERTY PROPERTY LIMITED PARTNERSHIP**

By: Liberty Property Trust, Sole General Partner

By: \_\_\_\_\_

Name: Robert E. Fenza

Title: Executive Vice President & Chief Operating Officer

**TENANT:**

**ATTEST**

**HOWARD COUNTY, MARYLAND**

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

By: \_\_\_\_\_ (SEAL)  
Ken Ulman  
County Executive

**APPROVED:**

\_\_\_\_\_  
James M. Irvin, Director  
Department of Public Works

**APPROVED FOR SUFFICIENCY OF FUNDS:**

\_\_\_\_\_  
Sharon F. Greisz, Director  
Department of Finance

**APPROVED FOR FORM AND LEGAL SUFFICIENCY**

this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Margaret Ann Nolan  
County Solicitor



# Howard County

## Internal Memorandum

**Subject:** Testimony & Fiscal Impact Statement  
Council Bill No. - 2011 approving First Amendment to Agreement of Lease  
for the lease of space located at 9770 Patuxent Woods Drive, Columbia, Maryland.

**To:** Lonnie R. Robbins,  
Chief Administrative Officer

**From:** James M. Irvin, Director  
Department of Public Works *JMI*

**Date:** April 20, 2011

The Department of Public Works has been designated coordinator for preparation of testimony relative to the above referenced Council Bill that provides for the rental of office space to be used by the Howard County Board of Elections.

The County executed a lease dated June 15, 2010 with Liberty Property Limited Partnership for a term commencing on July 1, 2010 and ending June 30, 2011. The County wants to extend the terms of the lease through June 30, 2015.

In order to enter into a multi-year lease, council approval is required. Attached is a Council Bill approving an extension of the term of the lease for space located at 9770 Patuxent Woods Drive, Columbia, Maryland. Upon approval of the legislation, the term of the lease will be extended through June 30, 2015.

The following fiscal impact will be associated with this legislation.

1. The rent for the four year term is shown below.

Period	Monthly	Annual
7/1/2011 – 6/30/2012	\$13,987.83	\$167,853.96
7/1/2012 – 6/30/2013	\$14,337.53	\$172,050.36
7/1/2013 – 6/30/2014	\$14,695.97	\$176,351.64
7/1/2014 – 6/30/2015	\$15,063.37	\$180,760.44

2. The County will also be required to pay Operating Expenses when they are in excess of \$6,093.24/month or \$8.93 per rentable square foot.



Lonnie Robbins  
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3. The County has the right to renew the lease at the end of the four year term for two years.  
The rental rate is as follows:

Period	Monthly	Annual
7/1/2015 – 6/30/2016	\$15,515.27	\$186,183.24
7/1/2016 – 6/30/2017	\$15,980.73	\$191,768.76

Representatives of this department will be present at the public hearing to answer any questions or concerns. If you require any further information concerning this matter or have any additional questions, please do not hesitate to contact me at your convenience.

TDH/mcs

cc: Jennifer Sager

File

TAR/legislation/Board of Elections/testimony-FY2012

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on \_\_\_\_\_, 2011.

Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, having been passed by the yeas and nays of two-thirds of the members of the Council notwithstanding the objections of the Executive, stands enacted on \_\_\_\_\_, 2011.

Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within ten days of its presentation, stands enacted on \_\_\_\_\_, 2011.

Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, not having been considered on final reading within the time required by Charter, stands failed for want of consideration on \_\_\_\_\_, 2011.

Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, having been disapproved by the Executive and having failed on passage upon consideration by the Council stands failed on \_\_\_\_\_, 2011.

Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, the withdrawal of which received a vote of two-thirds (2/3) of the members of the Council, is withdrawn from further consideration on \_\_\_\_\_, 2011.

Stephen M. LeGendre, Administrator to the County Council